



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840



ADOBE SOFTWARE

NOTICE OF AWARDS

Buyer: Chuck Clark (003)
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24 November 2008

1. **Contract Term:** The contracts established by this notice are exclusive to the listed contractor(s) for a period of three (3) months. The State may, after the original term of the contract(s) has expired, purchase comparable computer hardware from competing vendors if, in the State's sole discretion, it is in the State's best interests to do so. Prior to purchase from any competing vendor, the State will evaluate the competing vendor's product according to the specification scoring and contractor will be offered an opportunity to submit a lower price.
2. **Extension:** After expiration of the original term, the contract(s) shall automatically extend and remain in effect until terminated in writing by either party, or in the event of a successful challenge by a competing vendor.
3. **Pricing:** If any of the items awarded on the contract(s) decrease in price during the term of the contract, the contractor must contact the Office of Procurement Management in writing within seven (7) working days of the decrease(s). The State will receive full advantage of the price decrease(s) when it becomes effective. Failure to notify the Office of Procurement Management of price decreases may result in the cancellation of the contractor's contract and recovery of the overcharged amount from the contractor's performance bond. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the contractor's price, the State reserves the right to purchase the lower priced product.
4. **Periodic Review:** The State of South Dakota will be conducting periodic reviews of market prices and changes in technology
5. **Estimated Quantity:** The state does not guarantee the purchase of any minimum or maximum quantity during the term of the contract. The State reserves the right to purchase components for specific applications from different contractors.
6. **Financial Stability:** Upon request, a contractor must furnish a list of their three largest customers. The State may contact these customers to determine a satisfaction level with the contractor's equipment and/or services. This list shall include the business name, contact person, mailing address, phone and fax number, and e-mail address. Upon request, the contractor must submit financial information to indicate the financial condition of the contractor's company. This information must consist of an audited balance sheet for the most recent fiscal year or other financial acceptable financial statement.
7. **Assignment of Anti-trust Claims:** The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.
8. **Delivery:** All orders are F.O.B. destination with all transportation and handling charges paid by the contractor. Deliveries shall be made at such time, place and in such quantities as shown on the purchase order. All items in common usage are to be shipped within 30 days from the date of purchase order. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery.

9. **Warranty Support:** As stated.

10. **Substitution:** Contractor **may not** substitute hardware or software components which differ from those supplied with the evaluation device in items they supply to the State of South Dakota, during the contract term, without the written consent of the Office of Procurement Management. All substitution items must be tested, evaluated, and approved before being included in the contract.

11. **Liquidated Damages:** The State will assess liquidated damages on deliveries that are not made in accordance with the schedule established herein. Damages will be in the amount of two percent (2%) of the purchase price per calendar day. Damages may be waived by the Office of Procurement Management Director if the contractor submits to the Director, and ordering agency, prior to the expiration of the delivery schedule established herein, written documentation that the failure to satisfy the contract delivery is due to the circumstances beyond the control of the contractor.

12. **Non-Discrimination Statement:** The State of South Dakota requires that all contractors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing this contract, as required on page one, the contractor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability.

13. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions:** By signing and submitting this contract, the solicitor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the contractor is unable to certify to any of the statements in this certification, the contractor shall attach an explanation to this contract.

14. **State Agencies:** Item numbers and a brief description must be used when ordering from this contract.

15. **Contractor Information:** All delivery tickets, invoices and statements shall show the purchase order number, brand or trade name and State Item Number, when applicable, as shown in the contract. Invoices must be submitted in duplicate to the State agency ordering the merchandise. **DO NOT SUBMIT STATEMENTS OR INVOICES TO THE OFFICE OF PROCUREMENT MANAGEMENT AS IT ONLY DELAYS PAYMENT.**

16. **RECORDS:** To assist the State in its production planning, contractor shall maintain and furnish the State, upon request, the following records:

a. Contractor is required to establish a relational database or other sales tracking system from which to produce regular reports to the State. For each purchase, the contractor will be able to report at least the following information:

- date and time ordered
- date and time shipped
- location shipped
- purchaser order number
- device name and device identification number
- serial number
- agency name

The contractor shall provide promptly prior to the last day of the month following the end of a quarter, to the Office of Procurement Management, a detailed summary report of all products that were purchased by State entities during the previous quarter. The contractor shall provide, upon request, summary reports of the following:

- a summary of items purchased
- a breakdown, by State agency and by unit of local government, (i.e., county, school district), of the items purchased - a report of backordered products
- a summary of reports time (from time of customer's order placement to the time of shipment to customer)

- a summary of system units purchased as well as the most frequently purchased item
- The State and contractor will mutually agree upon the report format.

b. Maintenance, service and Customer records

To enable the Office of Procurement Management to maintain quality control over products purchased by State entities, contractor shall maintain, and on request provide to the Office of Procurement Management, complete records reporting all field engineering, maintenance and preventive maintenance, repair and service calls made to the State entities that have purchased the contractor's products, as recorded, as well as any complaints received from these State entities regarding contractor's products.

All LICENSES contained in the Adobe agreement are Moratorium regulated except for items listed on this Notice of Awards and those indicated as a State Standard on the BIT State of South Dakota Standards and Contracts [Webpage](#). Please follow proper procedures when obtaining moratorium exemption.

The software version on contract and the software version on the Standards Page (which will be the version installed) may not match due to Adobe releasing a newer version of the software on the Standards List. If the version listed on contract is the one you need installed and is different from the one on the Standards list you will need to obtain a moratorium for the installation

CONTRACTOR

Order from:
SOFTWARE HOUSE INTL INC

33 Knightsbridge Road
Piscataway NJ 08854-3925

Remit to:
Software House Intl Inc
PO Box 8500-4115
Philadelphia PA 19178

Contract: Kevin Farrell
Phone: 888-289-6088
Fax: 877-289-6088
Team Hotline: 888-591-3400

Email: kevin_Farrell@shi.com

Vendor Number: 12011614-01

Catalog Report

State of South Dakota

Catalog Name: ADOBE GOVERNMENT
Report Range: (1 - 18) of 18
Vendor: SHI (Software House International)
Contact Name: Farrell, Kevin M.
Contact Phone: (888)289-6088

Report Requestor: Clark, Chuck
Run Date: 03/13/2012 10:11 AM

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
ACROBAT 10 WIN (AOO) FULL LICENSE STANDARD; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65086303AC01A00	147.37		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
ACROBAT 10 WIN INSTALLATION DVD SET; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65085684AC00A00	18.95		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
ACROBAT 10 WIN UPGRADE ONLY - STANDARD STD TO STD; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65086190AC01A00	68.42		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
ACROBAT PRO 10 WIN (AOO) FULL LICENSE; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65083691AC01A00	221.05		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
ACROBAT PRO 10 WIN UPGRADE ONLY, PRO TO PRO; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65083234AC01A00	98.95		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
ACROBAT PRO 10 WIN UPSSELL LICENSE, EXT TO PRO; CONTRACT 14645 -- (1 PER UNIT)	Adobe	65082606AC01A00	98.95		
Description: • (If the version listed on this contract is the one you need installed and is different from the one on the Standards List you will need to get a moratorium exemption for the installation)					
CONTRIBUTE CS5 (V. 6) WIN (AOO) FULL LICENSE; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65070186AC01A00	168.42		
Description: • Contract# 14654					

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
CONTRIBUTE CS5 (V. 6) WIN DVD SET; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65070236AC00A00	18.95		
Description: • Contract# 14654					
CONTRIBUTE CS5 (V. 6) WIN UPGRADE LICENSE; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65070122AC01A00	84.21		
Description: • Contract# 14654					
DREAMWEAVER CS5.5 (V. 11.5) MULTIPLE PLATFORM FULL LICENSE; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65105384AC01A00	355.79		
Description: • (Moratorium Exemption Required)					
DREAMWEAVER CS5.5 (V. 11.5) MULTIPLE PLATFORM UPGRADE TO CS5.5 LICENSE; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65105482AC01A00	177.89		
Description: (Moratorium Exemption Required)					
DREAMWEAVER CS5.5 (V. 11.5) WIN DVD SET; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65105879AC00A00	18.95		
Description: • Contract# 14654					
PHOTOSHOP CS5 V. 12 WIN INSTALLATION DVD SET; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65048765AC00A00	18.95		
Description: • Contract# 14654					
PHOTOSHOP CS5 V. 12 WIN UPG; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65048441AC01AC00	177.89		
Description: • Contract# 14654					
PHOTOSHOP CS5 V.12 WIN (AOO) FULL LICENSE; CONTRACT 14654 -- (1 PER UNIT)	Adobe	65048695AC01A00	622.11		
Description: • Contract# 14654					
zzna			.00		
Description: .					
zzna			.00		

Product Name	Mfg's Name	Vendor's Item Number	Price (\$)	Unit Of Measure	Qty
Description: .					
zzna			.00		
Description: •					